

September 23, 1965

MEMORANDUM

TO: Boston Redevelopment Authority

FROM: Edward J. Logue - Development Administrator

SUBJECT: South Cove - Cooperation Agreement with the  
Tufts-New England Medical Center

This submission is the Cooperation Agreement between the Authority and the Tufts-New England Medical Center in the South Cove. The agreement is substantially the same as the draft submitted for the Authority's review on June 24. Subsequently, the Agreement was submitted on July 29 and has since been tabled by the Authority.

The Cooperation Agreement contains appropriate language concerning acquisition and disposition procedures, the Medical Center's commitments concerning tax payments or payments in lieu of taxes and many other details of the actions to be taken under the South Cove Plan.

The Medical Center now has active architectural work underway. In addition, the Medical Center has made formal application with the National Institute of Health of the Department of Health, Education and Welfare for federal grant funds to assist in the early construction of new dental school facilities. Federal officials are reviewing this application and the Medical Center is hopeful of an early start on construction. Therefore, it is appropriate that the Authority approve the Cooperation Agreement so that the Medical Center may move ahead with its development program pursuant to the terms of that Agreement.

Attached is a vote approving the execution of the Agreement subject to HHFA review and approval.



## COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into this                      day  
of                      by and between the Boston Redevelopment Authority,  
hereinafter called the "Authority", and the Tufts-New England  
Medical Center, an alliance pursuant to Chapter 40 of the Massa-  
chusetts Acts of 1930, as amended, of New England Medical Center  
Hospitals and Trustees of Tufts College, two charitable corpo-  
rations organized under the laws of Massachusetts, said corpo-  
rations acting jointly through said alliance and individually  
being hereinafter called the "Medical Center".

WHEREAS, the Authority has undertaken surveys and planning in  
connection with the South Cove Urban Renewal Project, No. Mass.  
R-92;

WHEREAS, an Urban Renewal Plan for the reconstruction and re-  
habilitation of blighted and deteriorating areas in the South Cove  
Urban Renewal Area, hereinafter called the "Project Area", has been  
prepared and approved by the Authority pursuant to the 1949  
Housing Act, as amended, and Chapter 121 of the General Laws, as  
amended, and is attached hereto;

WHEREAS, the basic objective of urban renewal action in the  
South Cove Urban Renewal Area is to eliminate severe conditions of  
blight, deterioration, obsolescence, traffic congestion, and in-  
compatible land uses in order thereby to facilitate sound develop-  
ment and orderly growth, and to achieve neighborhood stability.  
Specifically, the objectives are:



1. To promote and expedite public and private development.
2. To cause the rehabilitation and redevelopment of the South Cove as a stable neighborhood compatible in function and design with the neighboring Central Business District, the Back Bay, and the South End area.
3. To preserve and strengthen the residential character of the area in such a way as to promote and insure its future.
4. To facilitate efficient use of land in the area for housing, commercial and institutional use.
5. To strengthen and expand the real property tax base of the city;

WHEREAS, the Urban Renewal Plan provides for the acquisition by the Authority of certain land referred to in Chapter IV of the Plan and shown on the Property Map, which is a part of the Urban Renewal Plan;

WHEREAS, the Urban Renewal Plan provides for the disposition of such land as shown on the Disposition Plan, which is a part of the Urban Renewal Plan, for the uses and in accordance with the land use and building requirements contained in Chapter VI of the Urban Renewal Plan;

WHEREAS, the Medical Center desires to acquire certain property located in the Project Area for its proposed expanded facilities and intends to develop such property for such purpose in accordance with the Urban Renewal Plan;



WHEREAS, the financial plan for the Urban Renewal Project includes \$2,141,252 in Section 112 credits representing expenditures made between June, 1958 and June, 1962 by the Medical Center for the acquisition of land and the demolition of buildings, which expenditures have been certified to by the Medical Center so as to make such expenditures available for Section 112 credits; and

WHEREAS, it is desirable to implement the provisions of the Urban Renewal Plan in order to accomplish the objectives of the Plan by specifying the actions to be undertaken by the Medical Center and the Authority, respectively.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Acquisition

- A. Upon final approval of the Urban Renewal Plan, the Authority shall acquire the property referred to in Section 401 of Chapter IV of the Plan and shown on the Property Map as "Property to be Acquired" at prices established in accordance with the procedures of the Authority and regulations of HHFA and subject to concurrence by HHFA.
- B. The timing of the acquisition of any property containing parking spaces presently designated for Medical Center use insofar as possible will be coordinated with the availability of other suitable sites in the Project Area that can be temporarily used for Medical Center parking.



## II. Disposition

- A. Following acquisition, the Authority shall dispose of the parcels referred to in Chapter VI of the Plan and shown on the Disposition Plan in accordance with the regulations of HHFA governing practices for land disposition and pursuant to a land disposition agreement in a form similar to the ones currently employed by the Authority and in conformity with regulations of HHFA and which is approved by HHFA, at prices established in accordance with the regulations of HHFA and subject to HHFA concurrence.
- B. The Authority shall sell and the Medical Center shall acquire and develop those institutional reuse parcels that are marked P-2 through P-11 in accordance with the land use and building requirements contained in Chapter VI of the Plan, provided that the properties in Tyler Street, Block 447, Parcels 5108 to 5111-1, inclusive, Disposition Parcel "P-2A", will not be sold by the Authority until such time as (i) new relocation housing has been built on Disposition Parcel "R-2", (ii) the Medical Center has demonstrated to the satisfaction of the Authority that it has sufficient need for such properties, and, (iii) the Authority's staff



has reviewed and approved the Medical Center's plan for a small park which the Center will own, develop and maintain between Tyler Street and Harrison Avenue accessible for public use and providing for pedestrian movement between the two streets.

- C. The Authority will make application to the Public Improvements Commission for the closing of the following streets in conformity with the Plan and will take such action, if any, as is required by it to insure Medical Center ownership thereof: Dore Street (partial), Dillaway Street, Hollis Street (partial), Common Street (partial), Bennet Street, Ash Street (partial), Nassau Street, May Place (partial), Hollis Square (partial) and Bates Place. This program of street closings will follow a timetable related to the schedule established for adjacent parcels and the schedule established for the construction of other street improvements in the South Cove Project Area.
- D. The Medical Center shall maintain a right-of-way between Tremont and Washington Streets along the property line between property of the Don Bosco Technical High School and the Medical Center adequate in width to service its facilities, and



provide pedestrian access into all properties adjacent thereto, and preserve an adequate right-of-way for the benefit of the Don Bosco Technical High School allowing adequate vehicular access by such School to its proposed buildings adjacent to said property line. In addition, a minimum distance of 190 feet shall be left between the southerly corner of the Music Hall and the new property line to the south.

### III. MBTA

The Authority will seek to acquire the right-of-way of the MBTA as soon as the MBTA determines that this right-of-way is no longer needed for the Forest Hills line. If the Authority acquires this right-of-way, it shall then make available to the Medical Center the property upon which the right-of-way (whether on, above, or below the surface) lying north of Oak Street is presently located for purposes that are consistent with the objectives of the Urban Renewal Plan.

### IV. Disposition Time Schedule

Upon request of the Authority, the Medical Center shall supply, and review from time to time, a time schedule for when it will require Parcels P-2



through P-11. The Authority shall endeavor to make such properties available in accordance with the time schedule.

V. Design Review

The Medical Center will submit all site plans and building plans for all contemplated new uses constructed or sponsored by the Medical Center for design review and approval by the staff of the Authority in accordance with the Authority's design review procedures. Such review is concerned with the massing and arrangement of buildings, provision of open space, pedestrian walkways, and the exterior appearance of individual buildings.

VI. Housing

The Medical Center hereby indicates its interest in endeavoring to become a sponsor for new housing within appropriate areas designated for such use in the Plan. The Authority will consider such proposals as the Medical Center may set forth at the time of their submission.

VII. New MBTA Route

The Medical Center shall grant to the MBTA, at no cost, easements if any are required through its property for the location of a new MBTA route, the



basic location of which is shown on the attached plan, together with such reasonable temporary easements necessary for the construction of any part of such route which is located on property of the Medical Center.

VIII. Public Improvements

- A. The Authority shall make application to the Mayor for the funds necessary to implement all public improvements pursuant to the terms of a Cooperation Agreement between the City of Boston and the Authority, a copy of which is attached. Such public improvements shall include a street tree-planting program for the entire South Cove Project Area.
- B. The Authority shall endeavor to cause such public improvements to be constructed in accord with a time schedule consistent with the development time schedule of the Medical Center.
- C. The Authority is presently studying the alignment of Stuart Street and will endeavor insofar as possible to avoid thereby narrowing the property adjacent to the Wilbur Theatre. The Authority will also explore the possible use of arcades in order to accommodate a widened right-of-way and sufficient building footage in that location.



D. The Authority will support the Medical Center in obtaining permission from the City's Public Improvement Commission to build across, subject to approval of the design of the bridge structure by the Authority, Washington Street or other rights-of-way in accordance with an approved Medical Center site plan.

IX, Wilbur and Music Hall

During the period ending January 1, 1980 and subject to the conditions hereinafter set forth, the Medical Center shall lease both the Music Hall and Wilbur Theatre properties to theatre tenants as long as each of such properties provides the Medical Center with a return (net of taxes, expenses, etc.) at least equal to that received from such property in 1965.

Even if such theatre properties are providing the Medical Center with a return (net of taxes, expenses, etc.) at least equal to



that received from such theatre properties in 1965, the Medical Center may change the use of either or both of such properties, provided (i) it guarantees to the City until 1980 tax payments, or payments in lieu of taxes, from the property owned by it in the block bounded by Stuart, Tremont and Washington Streets and the Don Bosco School (in addition to any payments relating to commercial uses in the first floor or other appropriate floors of Medical Center buildings to be located along Stuart Street) which at least equal the amount of taxes received from such theatre property in 1965, and (ii) in the case of the Wilbur Theatre, it provides a replacement in kind at or about its present location.

X. Commercial Uses

- A. The Medical Center shall make available suitable commercial uses in the first floor and shall endeavor to make available suitable commercial uses in other appropriate floors of Medical Center



buildings to be located along Stuart Street between Tremont and Washington Streets. The Medical Center shall, prior to the executing of a land disposition agreement for such properties give assurances satisfactory to the Authority of the types of commercial space to be contained in such commercial properties and of the nature of its arrangements with the City to provide the equivalent of full taxes on such commercial space, such arrangements to be acceptable to the City and the Authority.

B. The Medical Center shall endeavor to provide similar appropriate commercial space in properties to be constructed by it along Tremont Street.

IN WITNESS WHEREOF, The Boston Redevelopment Authority and the Tufts-New England Medical Center have caused this agreement to be duly executed as of the day and year first above written.

BOSTON REDEVELOPMENT AUTHORITY

Signed, sealed and delivered  
in the presence of:

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\_\_\_\_\_  
Edward J. Logue  
Development Administrator

TUFTS-NEW ENGLAND MEDICAL CENTER

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By \_\_\_\_\_